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CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA	
BY	DEPUTY

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MATTHEW GREENWOOD,

Defendant.

NO. CR23-5097 DGE

PLEA AGREEMENT

The United States, through United States Attorney Nicholas W. Brown and Assistant United States Attorney Todd Greenberg of the Western District of Washington, and MATTHEW GREENWOOD and his attorney Rebecca Fish, enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(A):

1. Waiver of Indictment. Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charge brought by the United States Attorney in an Information.

2. The Charge. Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enter a plea of guilty to the following charge contained in Count 1 of the Information: *Conspiracy to Destroy Energy Facilities*, in violation of Title 18, United States Code, Section 1366(a).

By entering a plea of guilty, Defendant hereby waives all objections to the form of the charging document. Defendant further understands that before entering any guilty plea, Defendant will be placed under oath. Any statement given by Defendant under oath may be used by the United States in a prosecution for perjury or false statement.

3. Elements of the Offense. The elements of the offense of *Conspiracy to Destroy Energy Facilities*, in violation of Title 18, United States Code, Section 1366(a), are as follows:

First, Defendant agreed with another person to knowingly and willfully damage the property of an energy facility in any amount; and

Second, Defendant agreed with another person to cause a significant interruption and impairment of a function of an energy facility.

4. The Penalties. Defendant understands that the statutory penalties applicable to the offense of *Conspiracy to Destroy Energy Facilities*, in violation of Title 18, United States Code, Section 1366(a), are as follows: A term of imprisonment of up to twenty (20) years, a fine of up to \$250,000.00, a period of supervision following release from prison of up to three (3) years, and a mandatory special assessment of \$100.00 dollars. If a probationary sentence is imposed, the probation period can be for up to five (5) years.

Defendant understands that supervised release is a period of time following imprisonment during which Defendant will be subject to certain restrictive conditions and requirements. Defendant further understands that, if supervised release is imposed and Defendant violates one or more of the conditions or requirements, Defendant could be returned to prison for all or part of the term of supervised release that was originally imposed. This could result in Defendant serving a total term of imprisonment greater than the statutory maximum stated above.

Defendant understands that as a part of any sentence, in addition to any term of imprisonment and/or fine that is imposed, the Court may order Defendant to pay restitution to any victim of the offense, as required by law.

1 Defendant further understands that the consequences of pleading guilty may
 2 include the forfeiture of certain property, either as a part of the sentence imposed by the
 3 Court, or as a result of civil judicial or administrative process.

4 Defendant agrees that any monetary penalty the Court imposes, including the
 5 special assessment, fine, costs, or restitution, is due and payable immediately and further
 6 agrees to submit a completed Financial Disclosure Statement as requested by the United
 7 States Attorney's Office.

8 **5. Rights Waived by Pleading Guilty.** Defendant understands that by
 9 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 10 a. The right to plead not guilty and to persist in a plea of not guilty;
- 11 b. The right to a speedy and public trial before a jury of Defendant's
 12 peers;
- 13 c. The right to the effective assistance of counsel at trial, including, if
 14 Defendant could not afford an attorney, the right to have the Court appoint one for
 15 Defendant;
- 16 d. The right to be presumed innocent until guilt has been established
 17 beyond a reasonable doubt at trial;
- 18 e. The right to confront and cross-examine witnesses against Defendant
 19 at trial;
- 20 f. The right to compel or subpoena witnesses to appear on Defendant's
 21 behalf at trial;
- 22 g. The right to testify or to remain silent at trial, at which trial such
 23 silence could not be used against Defendant; and
- 24 h. The right to appeal a finding of guilt or any pretrial rulings.

25 **6. United States Sentencing Guidelines.** Defendant understands and
 26 acknowledges that the Court must consider the sentencing range calculated under the
 27 United States Sentencing Guidelines and possible departures under the Sentencing
 28 Guidelines together with the other factors set forth in Title 18, United States Code,

Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the history and characteristics of Defendant; (3) the need for the sentence to reflect the seriousness of the offense(s), to promote respect for the law, and to provide just punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence to criminal conduct; (5) the need for the sentence to protect the public from further crimes of Defendant; (6) the need to provide Defendant with educational and vocational training, medical care, or other correctional treatment in the most effective manner; (7) the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the need to avoid unwarranted sentence disparity among defendants involved in similar conduct who have similar records. Accordingly, Defendant understands and acknowledges that:

a. The Court will determine Defendant's Sentencing Guidelines range at the time of sentencing;

b. After consideration of the Sentencing Guidelines and the factors in 18 U.S.C. § 3553(a), the Court may impose any sentence authorized by law, up to the maximum term authorized by law;

c. The Court is not bound by any recommendation regarding the sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Department, or by any stipulations or agreements between the parties in this Plea Agreement; and

d. Defendant may not withdraw a guilty plea solely because of the sentence imposed by the Court.

7. Ultimate Sentence. Defendant acknowledges that no one has promised or guaranteed what sentence the Court will impose.

8. Statement of Facts. The parties agree on the following facts. Defendant admits Defendant is guilty of the charged offense.

In December 2022, Matthew Greenwood and Jeremy Crahan agreed together to break into and damage multiple electrical substations in the

1 Pierce County area. Their plan was to disrupt power throughout the area
2 and then, while the power was out, to break into ATM machines and local
3 businesses to steal money.

4 On December 25, 2022, Greenwood and Crahan damaged four electrical
5 substations as part of their agreement. Crahan drove them to each of the
6 substations in his Dodge pickup truck.

7 At approximately 2:30 a.m., Greenwood and Crahan broke into the
8 Hemlock Substation, located at 10915 144th Street E., Puyallup,
9 Washington, operated by Puget Sound Energy, by cutting through the
10 perimeter fence. Greenwood manipulated a bank high side switch and
11 damaged additional equipment, which caused a power outage for about
12 8,000 customers.

13 At approximately 5:00 a.m., Greenwood and Crahan broke into the Elk
14 Plain Substation, located at 22312 46th Avenue E., Spanaway, Washington,
15 operated by Tacoma Power, by cutting the padlocks on the exterior gate.
16 Greenwood manipulated the high side breakers and damaged additional
17 equipment, again causing a power outage.

18 At approximately 5:30 a.m., Greenwood and Crahan broke into the Graham
19 Substation, located at 8820 224th Street E., Graham, Washington, operated
20 by Tacoma Power, by cutting through the perimeter fence. Greenwood
21 manipulated a bank high side switch and damaged additional equipment,
22 which caused another power outage. The power outages at the Elk Plain
23 and Graham substations resulted in a combined loss of power to at least
24 7,500 customers.

25 At approximately 7:25 p.m., Greenwood and Crahan broke into the
26 Kapowsin Substation, located at 14321 Kapowsin Highway E., Graham,
27 Washington, operated by Puget Sound Energy, by cutting through the
28 perimeter fence. Greenwood tampered with the bank high side switch and
attempted to pry the linkage open, causing sparks and arcing flames.

During the next few days, Greenwood and Crahan planned to cause
additional power outages, again for the purpose of stealing money from
ATM machines and local businesses. Specifically, they planned to fell trees
that abutted the main power lines to cause power outages. In furtherance of
his plan, Greenwood and Crahan scouted out power lines late at night and
brought a chain saw with them. However, they ultimately did not attempt to
fell any trees prior to their arrest on the instant charges.

1 The parties agree that the Court may consider additional facts contained in the
 2 Presentence Report (subject to standard objections by the parties) and/or that may be
 3 presented by the United States or Defendant at the time of sentencing, and that the factual
 4 statement contained herein is not intended to limit the facts that the parties may present to
 5 the Court at the time of sentencing.

6 **9. Sentencing Factors.** The parties agree that the following Sentencing
 7 Guidelines provisions apply to this case:

8 A base offense level of 7, pursuant to USSG § 2B1.1(a)(1); and

9 A loss amount pursuant to USSG § 2B1.1(b)(1), in an amount to be
 10 determined by the Court at the time of sentencing.

11 The parties agree they are free to present arguments regarding the applicability of
 12 all other provisions of the United States Sentencing Guidelines. Defendant understands,
 13 however, that at the time of sentencing, the Court is free to reject these stipulated
 14 adjustments, and is further free to apply additional downward or upward adjustments in
 15 determining Defendant's Sentencing Guidelines range.

16 **10. Acceptance of Responsibility.** At sentencing, *if* the Court concludes
 17 Defendant qualifies for a downward adjustment acceptance for acceptance of
 18 responsibility pursuant to USSG § 3E1.1(a) and Defendant's offense level is 16 or
 19 greater, the United States will make the motion necessary to permit the Court to decrease
 20 the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because
 21 Defendant has assisted the United States by timely notifying the United States of
 22 Defendant's intention to plead guilty, thereby permitting the United States to avoid
 23 preparing for trial and permitting the Court to allocate its resources efficiently.

24 **11. Sentencing Recommendation.** The government agrees to recommend a
 25 sentence of not greater than the low end of the Sentencing Guidelines range as calculated
 26 by the Court at the time of sentencing. Defendant is free to recommend any sentence.
 27 Defendant understands that these recommendations are not binding on the Court and the
 28 Court may reject the recommendation of the parties and may impose any term of

imprisonment up to the statutory maximum penalty authorized by law. Defendant further understands that Defendant cannot withdraw a guilty plea simply because of the sentence imposed by the Court. Except as otherwise provided in this Plea Agreement, the parties are free to present arguments regarding any other aspect of sentencing.

12. Restitution. Defendant agrees that the Court can order Defendant to pay restitution to the victims of Defendant's crimes. Defendant is aware that the United States will present evidence supporting an order of restitution for all losses caused by all of Defendant's criminal conduct known to the United States at the time of Defendant's guilty plea. In exchange for the promises by the United States contained in this plea agreement, Defendant agrees that Defendant will be responsible for any order by the District Court requiring the payment of restitution for such losses.

a. The full amount of restitution shall be due and payable immediately on entry of judgment and shall be paid as quickly as possible. If the Court finds that the defendant is unable to make immediate restitution in full and sets a payment schedule as contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy the defendant's full and immediately-enforceable financial obligation, including, but not limited to, by pursuing assets that come to light only after the district court finds that the defendant is unable to make immediate restitution.

b. Defendant agrees to disclose all assets in which Defendant has any interest or over which Defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the United States' investigation identifying all property in which Defendant has an interest and with the United States' lawful efforts to enforce prompt payment of the financial obligations to be imposed in connection with this prosecution. Defendant's cooperation obligations are: (1) before sentencing, and no more than 30 days after executing this Plea Agreement, truthfully and

completely executing a Financial Disclosure Statement provided by the United States Attorney's Office and signed under penalty of perjury regarding Defendant's and Defendant's spouse's financial circumstances and producing supporting documentation, including tax returns, as requested; (2) providing updates with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven days of the event giving rise to the changed circumstances; (3) authorizing the United States Attorney's Office to obtain Defendant's credit report before sentencing; (4) providing waivers, consents or releases requested by the U.S. Attorney's Office to access records to verify the financial information; (5) authorizing the U.S. Attorney's Office to inspect and copy all financial documents and information held by the U.S. Probation Office; (6) submitting to an interview regarding Defendant's Financial Statement and supporting documents before sentencing (if requested by the United States Attorney's Office), and fully and truthfully answering questions during such interview; and (7) notifying the United States Attorney's Office before transferring any interest in property owned directly or indirectly by Defendant, including any interest held or owned in any other name, including all forms of business entities and trusts.

c. The parties acknowledge that voluntary payment of restitution prior to the adjudication of guilt is a factor the Court considers in determining whether Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a).

13. Abandonment of Firearms and Contraband. Defendant agrees that, if any federal law enforcement agency seized any other firearms, firearm accessories, ammunition, or illegal contraband that was in Defendant's direct or indirect control, Defendant abandons any and all interest in those items and consents to the federal administrative disposition, official use, and/or destruction of those items.

14. Non-Prosecution of Additional Offenses. As part of this Plea Agreement, the United States Attorney's Office for the Western District of Washington agrees not to

1 prosecute Defendant for any additional offenses known to it as of the time of this Plea
 2 Agreement based upon evidence in its possession at this time, and that arise out of the
 3 conduct giving rise to this investigation. In this regard, Defendant recognizes the United
 4 States has agreed not to prosecute all of the criminal charges the evidence establishes
 5 were committed by Defendant solely because of the promises made by Defendant in this
 6 Plea Agreement. Defendant agrees, however, that for purposes of preparing the
 7 Presentence Report, the United States Attorney's Office will provide the United States
 8 Probation Office with evidence of all conduct committed by Defendant.

9 Defendant agrees that any charges to be dismissed before or at the time of
 10 sentencing were substantially justified in light of the evidence available to the United
 11 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant
 12 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119
 13 (1997).

14 **15. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if
 15 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea
 16 Agreement and Defendant may be prosecuted for all offenses for which the United States
 17 has evidence. Defendant agrees not to oppose any steps taken by the United States to
 18 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
 19 Agreement. Defendant also agrees that, if Defendant is in breach of this Plea Agreement,
 20 Defendant has waived any objection to the re-institution of any charges that previously
 21 were dismissed or any additional charges that had not been prosecuted.

22 Defendant further understands that if, after the date of this Plea Agreement,
 23 Defendant should engage in illegal conduct, or conduct that violates any conditions of
 24 release or the conditions of confinement (examples of which include, but are not limited
 25 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while
 26 pending sentencing, and false statements to law enforcement agents, the Pretrial Services
 27 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement
 28 to file additional charges against Defendant or to seek a sentence that takes such conduct

1 into consideration by requesting the Court to apply additional adjustments or
2 enhancements in its Sentencing Guidelines calculations in order to increase the applicable
3 advisory Guidelines range, and/or by seeking an upward departure or variance from the
4 calculated advisory Guidelines range. Under these circumstances, the United States is
5 free to seek such adjustments, enhancements, departures, and/or variances even if
6 otherwise precluded by the terms of the Plea Agreement.

7 **16. Waiver of Appellate Rights and Rights to Collateral Attacks.**

8 Defendant acknowledges that, by entering the guilty plea required by this Plea
9 Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any
10 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the
11 judgment of conviction. Defendant further agrees that, provided the Court imposes a
12 custodial sentence that is within or below the Sentencing Guidelines range as determined
13 by the Court at the time of sentencing, Defendant waives to the full extent of the law:

14 a. Any right conferred by Title 18, United States Code, Section 3742,
15 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,
16 restitution order, probation or supervised release conditions, or forfeiture order (if
17 applicable); and

18 b. Any right to bring a collateral attack against the conviction and
19 sentence, including any restitution order imposed, except as it may relate to the
20 effectiveness of legal representation.

21 This waiver does not preclude Defendant from bringing an appropriate motion
22 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or
23 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

24 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
25 attacking (except as to effectiveness of legal representation) the conviction or sentence in
26 any way, the United States may prosecute Defendant for any counts, including those with
27 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea
28 Agreement.

1 **17. Voluntariness of Plea.** Defendant agrees that Defendant has entered into
 2 this Plea Agreement freely and voluntarily, and that no threats or promises were made to
 3 induce Defendant to enter a plea of guilty other than the promises contained in this Plea
 4 Agreement or set forth on the record at the change of plea hearing in this matter.

5 **18. Statute of Limitations.** In the event this Plea Agreement is not accepted
 6 by the Court for any reason, or Defendant breaches any of the terms of this Plea
 7 Agreement, the statute of limitations shall be deemed to have been tolled from the date of
 8 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the
 9 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach
 10 of the Plea Agreement by Defendant is discovered by the United States Attorney's
 11 Office.

12 **19. Completeness of Plea Agreement.** The United States and Defendant
 13 acknowledge that these terms constitute the entire Plea Agreement between the parties,
 14 except as may be set forth on the record at the change of plea hearing in this matter. This
 15 Plea Agreement binds only the United States Attorney's Office for the Western District
 16 of Washington. It does not bind any other United States Attorney's Office or any other
 17 office or agency of the United States, or any state or local prosecutor.

18 Dated this 21st day of April 2023.

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 20 
 21 MATTHEW GREENWOOD
 22 Defendant

23 
 24 REBECCA FISH
 25 Attorneys for Defendant

26 
 27 TODD GREENBERG
 28 Assistant United States Attorney